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I

Nature of month-to-month k’s

SoF

Rent increase –

Effective notice –

g.f. –

duty to communicate

duty to notice

trade usage/course of performance

under existing k

acceptance by silence

if not, no arrearage

even If effective, waiver – knowing?

reliance?

Month of May increase

30 day termination = 30 day increase?

Waiver of duty

Attempted modification

Effective 30 days after 9/2

Misrep

-material

Eviction

Only in arrears by max $800 (May) if pay $1000

Can stay until October 1

Interp: $1000 or one month’s rent

Late fee

Interpretation (month’s rent or all rent owed)

Waiver

reliance

Retraction

Penalty clause

New offer – client wishes to reject and can
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II
COL
  Mixed – patches/website
  Art II for goods/ redesign – restatement or UCC by analogy

9/1 Parties recognize existence of k
  Rest approach
  2-207 -

All subsequent - memorializations

10/28 offer? Test

11/1 rejection of offer?

11/15 new offer?
  Acceptance – failure to reject?
  fitness – conspicuous?
12/15 new offer?
  Acceptance – failure to reject
  Time is of essence/liquidated damages
  Merger clause

Modification – g.f. ?

UCC 2-207(3)
  Patch appliqué – warranty of fitness

RST 33 – list of features/technical decisions
  Extrinsic evidence irrelevant unless 12/15 is k
  To interpret “all work”? 
  Misrep?

“works with customers to provide fully-integrated…” – promise/warranty/puffery
  trade usage/course of performance/experts
  G.F - Duty to cooperate

Consideration for 8k/
  duress
Duty to mitigate
Penalty clause
Non-conforming goods - cure
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III

Breach of DD

Accord and Satisfaction/Modification
  Circumstances not anticipated
  Fair and equitable

Right to return of $25K
  Fault irrelevant
  SC admits can’t perform
  Breach material
  Defense to breach –changed circumstances

Promise to try to bring
  Expenditures reasonable?
  “get an audience”

Damages
  Foreseeable
  Allocated to breach, not 1st k
Irritation irrelevant